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REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF AGRARIAN REFORM
Elliptical Road, Diliman, Quezon City



CONTRACT : SUPPLY AND DELIVERY OF FARM MACHINERIES/EQUIPMENT FOR THE SUGARCANE BLOCK FARM PROJECT

REFERENCE : BAC Resolution No. 37 Series of 2017

CONTRACT AGREEMENT

THIS AGREEMENT made this ___ day of December 2017 between the **Department of Agrarian Reform (DAR)** of Elliptical Road, Diliman, Quezon City, Philippines, (hereinafter called "the Procuring Entity"), of the one part and **MAN Automotive Concessionaires Corporation**, of EDSA cor. Seminary Road, Brgy. Bahay Toro, Quezon City (hereinafter called "the Supplier") of the other part:

WHEREAS, the Procuring Entity invited Bids for certain goods and ancillary services, viz., Supply and Delivery of ten (10) units of 6-Wheeler Dump/Hauling Truck, Heavy Duty and has accepted a Bid in the sum of **Philippine Pesos Thirty-Five Million Two Hundred Twenty-Five Thousand (Php 35,225,000.00)** (hereinafter called "the Contract Price").

Man

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (A) MAN Automotive Concessionaires Corp's., Technical and Financial Proposals;
- (B) the Schedule of Requirements;
- (C) the Technical Specifications;
- (D) the General Conditions of the Contract;
- (E) the Special Conditions of the Contract;
- (F) the Performance Security;
- (G) the Procuring Entity's Notice of Award.

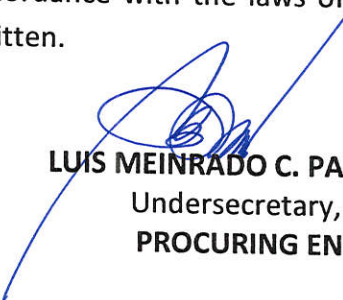
DAR BUDGET DIVISION	
OBLIGATED	
O.R.S. No.:	0219101-2017-12-8439
Date:	12-29-17
A.A.P.:	162003040200000
Acct. Code:	5021499000
IC1:	101
Amount:	35,225,000
Code:	
Control #:	1540


3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to supply and deliver ten (10) units of 6-Wheeler Dump/Hauling Truck, Heavy Duty and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the supply and delivery of ten (10) units of 6-Wheeler Dump/Hauling Truck, Heavy Duty described above and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract. In case of delays in the delivery/performance of the required services specified in this Contract

due to the Supplier's fault, the Procuring Entity shall deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one percent of the cost of the undelivered/ unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind the contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


LUIS MEINRADO C. PAÑGULAYAN
Undersecretary, LAO
PROCURING ENTITY



MS. MA. CAPELLA M. HERNANDEZ
Authorized Representative
MAN Automotive Concessionaires Corp.
SUPPLIER

WITNESSES


DIR. RENE E. COLOCAR
Director, Administrative Service


MICHELLE TAN
SALES ENGINEER

Certified Funds Available:


ROWENA U. AGBAYANI
Chief Accountant

01/02-101101-217-12-8439

₱ 35,225,000.-

REPUBLIC OF THE PHILIPPINES) S.S.
QUEZON CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for Quezon City, Philippines, this 10 JAN 2018 day of December 2017 personally appeared:

Name

Competent Evidence of Identity

LUIS MEINRADO C. PAÑGULAYAN

TIN No. 105-329-620

MA. CAPELLA M. HERNANDEZ

TIN No. 400-463-960

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT AGREEMENT consisting of three (3) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left hand margin of each and every page hereof.

WITNESS MY HAND AND SEAL on the date place first above written.

NOTARY PUBLIC

Until December 31, 2017

Doc. No. 44
Page No. 9
Book No. 15
Series of 2018

ATTY. BEJAMIN T. ALFONSO

Until December 31, 2018

PTR No. 3806846C January 1, 2018, Q.C.

EBPO NO. 1015954

ROLL No. 13296

ADM. No. 04601

Roll No. 13296

MCLE COMPLIANCE No. III 001323

TIN No. 177-267-619-000

Office Add: No. 34 Assets St. Project 8, Q.C.

Meinrado